



भारतीय लघु उद्योग विकास बैंक  
Small Industries Development Bank of India

“स्टैंड अप मित्रा पोर्टल / उद्यमीमित्रा पोर्टल के लिए  
हैंड होल्डिंग एजेंसी के ऑनबोर्डिंग फ्रेमवर्क के रोल आउट हेतु  
प्रस्ताव का आमंत्रण

Request for Proposal (RfP) for  
“Rolling out Onboarding Framework of Hand Holding Agency (HHA)  
for Stand Up Mitra / Udyamimitra Portal”

उद्यमीमित्रा उदभाग  
भारतीय लघु उद्योग विकास बैंक  
तृतीय तल, आत्मा राम हाउस, 1, टोल्स्टोय मार्ग,  
नई दिल्ली - 110001

UDYAMIMITRA VERTICAL  
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
3<sup>rd</sup> FLOOR, ATMA RAM HOUSE, 1, TOLSTOY MARG,  
NEW DELHI – 110001

(निविदा सं: UV/25032021/OUT/09691 दिनांक 26th मार्च 2021)  
(RFP No: UV/25032021/OUT/09691 dated 26th March 2021)

वेबसाइट / Website:  
[www.sidbi.in](http://www.sidbi.in)

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The information provided by the bidders in response to this tender document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this tender document and all amendments will be advised to the bidders and such amendments will be binding on them.

### Important Clarifications

Some terms have been used in the document interchangeably for the meaning as mentioned below:

1. 'Bank' or 'SIDBI' means 'Small Industries Development Bank of India'.
2. 'Bidder' means the respondent to the RFP document.
3. 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
4. 'Service provider' means the Bidder selected out of this RFP and contracted to provide the services as per scope of this RFP.
5. 'RFP' or 'Tender' means the Request For Proposal document.
6. 'Bid' may be interchangeably referred to as 'Offer'.
7. 'Authorised Signatory' of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.
8. Market place means a digital platform where MSME applicants, lenders and service providers converge.

Acronym	Description
BG	Bank Guarantee
EMD	Earnest Money Deposit
EOI	Expression of Interest
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
TAT	Turn-Around-Time
SIDBI	Small Industries Development Bank of India

**निविदा महत्वपूर्ण सूचना / Bid Critical Information**

(RFP No: UV/25032021/OUT/09691 dated March 26, 2021)

क्र.सं./ S.No.	कार्यक्रम/ Events	तिथि/ Date	समय/ Time
1	पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि/ Last date for seeking clarifications for pre-bid meeting	5 <sup>th</sup> April 2021	सायं 5:00 बजे तक by 05:00 PM
2	पूर्व – बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा)/ Pre Bid meeting ( <i>no clarifications would be given after pre-bid meeting</i> )	7 <sup>th</sup> April 2021	सायं 03:00 बजे at 03:00 PM
3	बोली जमा करने की अंतिम तिथि/ Last date for submission of bids	21 <sup>st</sup> April 2021	सायं 5:00 बजे तक by 5:00 PM
4	बोली जमा करने एवं पूर्व – बोली बैठक का पता / Address for Bid Submission & Pre-bid Meeting Please refer to S.No. 2.6 of this RfP		
5	न्यूनतम व तकनीकी बोली खोलने की तिथि व समय/ Date & Time of Opening of Minimum Eligibility bid & Technical bid	<b>Not Applicable</b> <b>(Soft copies of the Bids are to be submitted through Emails only)</b>	
6	वाणिज्यिक बोली खोलने की तिथि व समय/ Date and time of opening of commercial bids	बाद में सूचित किया जाएगा To be intimated at a later date	
7	बोली के वैधता/ Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन तक / 90 days from the last date of bid submission.	
8	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	बाद में सूचित किया जाएगा To be intimated at a later date	
9	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण		
	<b>Anamika Rajkumari, Manager</b> <a href="mailto:anamika@sidbi.in">anamika@sidbi.in</a> 011-23448416	<b>Neeraj Verma, Manager</b> <a href="mailto:neerajverma@sidbi.in">neerajverma@sidbi.in</a> 011-23448407	
10	Independent External Monitor (IEM) appointed by the CVC	Sh. Nageshwar Rao Koripalli, IRS(Retd.) Address : 38, The Trails, Manikonda, R.R. District, Hyderabad – 500089 Email id : <a href="mailto:knageshwarrao@gmail.com">knageshwarrao@gmail.com</a> Mobile No. : 97889 19555	

**Note:**

- SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website.
- This bid document is not transferable.
- If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

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# 1. Introduction and Disclaimers

## 1.1 Preface

This request for proposal document ('RFP document' or 'RFP') has been prepared solely for the purpose of enabling SIDBI to select an agency / firm / Service Provider / Consulting Firm for “**Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal**”. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

## 1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

## 1.3 For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent” or “the Bidder”).

## 1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## 1.5 Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient/ Respondent.

## 1.6 No Legal Relationship

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

## 1.7 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

## 1.8 Evaluation of Offers

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review



carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

#### **1.9 Acceptance of Selection Process**

Each Recipient / Respondent having responded to this RFP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RFP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.

#### **1.10 Errors and Omissions**

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document but not later than twelve business days prior to the due date for lodgment of Response to RFP.

#### **1.11 Acceptance of Terms**

Recipient will, by responding to SIDBI for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.

#### **1.12 Requests for Proposal**

Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

Contact : Neeraj Verma  
Position : Manager  
Email : neerajverma@sidbi.in  
Telephone : +91-11-23448407

SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RFP closes and all such information and material provided will be taken to form part of that Respondent's response.

Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

#### **1.13 Notification**

SIDBI will notify all short-listed Respondents in writing or by email as soon as practicable about the outcome of their RFP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

## 2. RFP Response

### 2.1 Bid Price

1. Non-refundable **Bid Price of Rs. 1,180/- (Rupees One Thousand One Hundred and Eighty only) (including GST)** to be paid to ‘**Small Industries Development Bank of India**’ as per instructions at **S.No. 2.6 of this RfP**, along with RFP response.
2. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
4. Bidder is required to inform its MSME status as per following revised definition of MSME w.e.f. July 01, 2020, if applicable (as per the notification issued by the Govt. of India)

<b>MSME Classification (Manufacturing Enterprises and Enterprises Rendering Services)*</b>		
<b>Enterprise Category</b>	<b>Investment in Plant &amp; Machinery or Equipment</b>	<b>Annual Turnover</b>
Micro	Not more than Rs. 1 Crore	Not more than Rs. 5 Crore
Small	Not more than Rs. 10 Crore	Not more than Rs. 50 Crore
Medium	Not more than Rs. 50 Crore	Not more than Rs. 250 Crore

\*As per the revised Classification w.e.f. 1st July 2020, MSMEs are now defined on the basis of Composite Criteria of “Investment in Plant & Machinery / equipment and Annual Turnover”.

#### **Note:**

It is clarified that the proof of document (UAM / NSIC Certificate, etc. as applicable) submitted by the bidder along-with the bid document shall only be considered for the purpose of checking & establishing the MSE status of the bidder. The exemption towards tender fee and EMD Fee, as allowed to MSEs, shall only be applicable & ascertained based on the document submitted

5. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

### 2.2 Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in section 6.2.6. MSEs are exempted from submission of EMD.

### 2.3 RFP Closing date

RFP Response should be received by SIDBI not later than the time and date mentioned in ‘Bid Critical Information’ section.

### 2.4 RFP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **90 days** from the date of the submission of bids.

### 2.5 Late RFP Policy

Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened.

## 2.6 Receiving of RFP Response

The submission of the response should be in the format outlined in this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

### a. Instructions for Bid Submission

- Considering the Pandemic Situation due to COVID-19 in the country, the interested bidders shall submit the Bids / Proposals **through email only** in place of physical submission. **No Physical submission of the bids shall be entertained.**
- **While submitting the soft copies of the bids, the bidder shall prepare three (03) zip files as per the following for submission to SIDBI through email:**
  - **Zip File 01 - Minimum Eligibility Bid.zip** (containing all the necessary information / templates / annexure to be provided as per the tender document)
  - **Zip File 02 - Technical Bid.zip** (containing all the necessary information / templates / annexure to be provided as per the tender document)
  - **Zip File 03 - Commercial Bid.zip** (as per the format provided in the tender)

#### **Note:**

- (i) In case the file size of the Zip File 01 and Zip File 02 (as above) is very high and the bidders faces any challenges in sending these files (as attachments) in the mail, the bidder may also opt for providing the “One Drive” or “Google Drive” downloadable link (without any restriction / authorization required) for these zip file in the mail along-with “Zip File 03 – Commercial Bid.zip”.
  - (ii) It is clarified that the Zip File 03 – Commercial Bid.zip should mandatorily to be enclosed in the mail and should not be provided through a downloadable link.
  - (iii) The multiple mails for submitting the bids should be avoided.
  - (iv) Minimum Eligibility Bid and Technical Bid should be signed & stamped (digital signatures are also accepted) by the authorised signatory.
  - (v) Commercial Bid should be signed & stamped by the authorised signatory.
- The soft copies of the bids (as per the instructions indicated above) should be submitted to the following email ids only:
    - **neerajverma@sidbi.in**
    - **anamika@sidbi.in**
  - The bids received within the deadline i.e. **21<sup>st</sup> April 2021 (1700 hrs)** shall only be considered for further evaluation. It is clarified that any delay / lag due to connectivity of for whatsoever reason leading to delay in submission of the proposal shall not be accepted by SIDBI.  
**Bidder to ensure that the proposals reaches to SIDBI Inbox through email before the deadline i.e. 21<sup>st</sup> April 2021 (1700 hrs).** In the event of non-receipt of bids/proposals by SIDBI within the said timeline, any clarifications / proof submitted claiming the submission of the bid within the deadline by the bidder shall not be considered.
  - **Regarding “Commercial bid” submission**  
The soft copy of the commercial bid (Zip File 03 - Commercial Bid.zip) should be in the **.pdf** format (**non-editable version**) only and should be **“Password Protected”**.

The password to open the commercial bids shall be shared by the Bidders at the time of opening of the commercial proposals. The commercial proposals shall be opened only for the technically qualified bidders. The commercial bid in any other format and not meeting the above criteria shall not be accepted and the bidder shall be considered as “**Disqualified**”.

Further, it is also mentioned that the option / facility opted for submission of the soft copy of the bids is being provided by SIDBI due to the present COVID 19 pandemic situation.

SIDBI shall not be responsible for any claim by any of the bidder with regard to the cracking of the password or etc. in respect of the commercial bid. Further, it is also clarified that at the time of opening of the commercial bid, if the bid file does not open or shows some error like “invalid file” or “corrupted file” or “Wrong Password” or any other reason, that bid shall not be considered for further evaluation and shall be considered as “**Invalid Bid**” and the respective bidder shall automatically be disqualified for the further evaluation stage.

Commercial Bid should be duly signed & stamped by the authorised signatory.

b. **EMD & Tender Fee Payment**

The interested bidders shall make the payment towards EMD & Tender Fee through Online Mode in the following account of SIDBI (through RTGS / NEFT).

Name of the A/c Holder	:	Small Industries Development of India (SIDBI)
A/c Number	:	37832223406 (CA)
Bank Name	:	State Bank of India (SBI)
Branch Name	:	K.G. Marg, Connaught Place, New Delhi 110001
IFSC Code	:	SBIN0050191

Upon making necessary payment, the bidder is required to submit the proof of the payment towards Tender Fee & EMD (Receipt Generated along-with Ref. No.) along-with the proposal. Bidder exempted from the Tender Fee & EMD (as per the provisions) shall be required to submit the MSE Registration Certificate to support the exemption.

**It may be mentioned that Non-submission of the requisite document shall lead to rejection of the proposal by SIDBI.**

**2.7 Requests for information**

Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing or through e-mail by the time mentioned in ‘Bid Critical Information’ section before.

**No query / clarification would be entertained over call / phone.**

All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

## 2.8 Pre-Bid Meeting

The Bank shall hold a pre-bid meeting on the date and time mentioned in ‘**Bid Critical Information**’ section above.

**The Bank shall hold an Online pre-bid meeting over “Skype For Business” or “Microsoft Team” on the date and time mentioned in ‘Critical Information’ section above.**

Purpose of the meeting is to bring clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

It would be the responsibility of the Bidders representatives (only one person per bidder) to join the online pre-bid meeting.

**The interested bidders are advised to submit the details of the Nodal Officer (Name, Official Email ID, Mobile Number) to participate in the pre-bid meeting. While sending the clarifications / queries to SIDBI, the interested bidders can indicate the details of the nodal officers in the same mail also.**

The Bank shall send meeting invite only to the person(s) whose details have been shared with the Bank. In case, the meeting invite is not received by any of the designated representatives latest by **1200 hrs of the scheduled date of pre-bid meeting**, he/ she should mail to Bank’s designated officials whose details are given in ‘Critical Information’ sheet.

Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the ‘Bid Critical Information’ section. Bank has discretion to consider any other queries raised by the bidder’s representative during the pre-bid meeting.

The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website within 05 working days of the pre-bid meeting. It would be responsibility of the bidder to check the website before final submission of bids.

If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

## 2.9 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

## 2.10 Selection process

Successful Bidder will be selected through three bids evaluation process:

- 1) Pre-qualification / Eligibility evaluation
- 2) Technical evaluation
- 3) Commercial evaluation.

## 2.11 Details of Bids to be Submitted

1. Bidders are required to submit their responses as per instructions given at S.No. 2.6 of this RFP.

**Table 2-1 Submission of Bids**

S.No.	Bid Contents
I	<p><b>Minimum Eligibility Bid</b></p> <ul style="list-style-type: none"> <li>• Bid Covering letter as per format prescribed in <b>Annexure-I</b></li> <li>• General Information about Bidder as prescribed in <b>Annexure-II</b></li> <li>• Response to Minimum Eligibility Bid as per format prescribed in <b>Annexure-III</b></li> <li>• Proof of the payment towards Tender Fee (Receipt Generated along-with Ref. No.) towards bid price</li> <li>• Proof of the payment towards Earnest Money Deposit (EMD) (Receipt Generated along-with Ref. No.) If exempted, the supporting document for the same to claim and take the benefit of the exemption.</li> <li>• Declaration regarding clean track record, as per format prescribed in <b>Annexure-V</b>.</li> <li>• Letter of competence as per format prescribed in <b>Annexure-VI</b>.</li> <li>• Bank Mandate Form as per format prescribed in <b>Annexure-XIII</b>.</li> <li>• Pre Contract Integrity Pact as per format prescribed in <b>Annexure-XVI</b></li> <li>• <b>Appendix-I, Appendix-II, Appendix-III, Appendix-IV, Appendix-V</b></li> </ul>
II	<p><b>Technical Bid</b></p> <ol style="list-style-type: none"> <li>i. Response to Technical Bid as per format prescribed in <b>Annexure-IV</b></li> <li>ii. Power of Attorney as per format prescribed in <b>Annexure-VII</b>.</li> <li>iii. Letter of Conformity as per format prescribed in <b>Annexure-VIII</b>.</li> <li>iv. Non-disclosure Agreement as per format prescribed in <b>Annexure-XII</b>.</li> <li>v. Statement of Deviation as per format prescribed in <b>Annexure-XIV</b></li> <li>vi. Resource credentials as per format prescribed in <b>Annexure-XV</b></li> </ol>
III	<p><b>Commercial Bid</b></p> <ol style="list-style-type: none"> <li>i. Commercial Bid Covering Letter as per format prescribed in <b>Annexure-X</b></li> <li>ii. Response to Commercial Bid as per format prescribed in <b>Annexure-XI</b>.</li> </ol>

### 2.12 Important Points for Bid Submission

Bidders must take the following points into consideration during preparation and submission of bids.

1. Authorised signatory must digitally sign all the pages of the response. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondents
2. Responses should be concise and to the point. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected. All documents must be numbered, and proper index should be put up. The documents must be scanned in sequence, haphazard placement of documents is liable to be rejected.
3. The RFP is floated on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP) - <https://eprocure.gov.in/cppp/> and Indian Trade Journal. SIDBI reserves the right to change the dates mentioned above. Changes and clarification / corrigendum, if any, related to RFP will be posted on SIDBI website. Bidders must have close watch on SIDBI website during the intervening period before submitting response to RFP.
4. The bidder cannot quote for the project in part.
5. Each bidder shall submit only one proposal.

### 3. Scope of the services

#### Background

- SIDBI being the principal financial institution for Micro, Small and Medium Enterprises (MSMEs) with credit plus institutional experience, SIDBI has all along been endeavoring to bring institutional solutions. As a part of its digital Initiatives SIDBI had positioned [www.udyamimitra.in](http://www.udyamimitra.in) as an universal loan portal for easing access to credit and handholding services for MSMEs and [www.standupmitra.in](http://www.standupmitra.in), a portal designed and managed by SIDBI dedicated to the nation by Hon'ble Prime Minister, Shri Narendra Modi, along with Stand Up India scheme on April 05, 2016.
- Udyamimitra Portal is digital platform to cater to the needs of the entire MSME eco system-incorporating Standup India, MUDRA and other MSME loans under one umbrella and MSME from anywhere can apply digitally for Standup India, MUDRA as well as other MSME loans (Standardised application acceptable across). The aspirants can also seek handholding support on the portal from onboarded Hand Holding agencies. The portal brings transparency and competition among lenders and removes the need to approach several banks individually. In the market place, any bank, other than those requested, can also pick up the application for sanction thus bringing in best option to MSMEs.
- **Matchmaking Platform** - The Portal, as a virtual marketplace endeavours to provide 'End to End' solutions for credit delivery with more emphasis on
  - ✓ Converging with other schemes/institutions such as subsidy (central/state- presently information access is ensured).
  - ✓ Credit-plus services by way of hand holding support including CCS.
  - ✓ Facility for application tracking, multiple interfaces with stakeholders (i.e. lenders, service providers and applicants).
- SIDBI has taken all the necessary steps from awareness creation to onboarding through digital portal and providing capacity building support to the HHAs. More than 7000+ active handholding agencies (including CCCs / CCIs) are mapped with the portal (Pan India) to facilitate the loan seeker in different areas of expertise viz. application filling/project report preparation, financial training, skill training, mentoring, entrepreneurship development programme, work sheds and margin money/subsidy schemes being operated by various state/central organizations/corporations, etc.
- However, it was found that the initiative would need certain course corrections to attain the envisaged momentum. It has been learned through various interactions with multiple stakeholders that onboarded HHAs face challenges both from demand as well as supply side. Considering the past, a need has been felt to revamp/change the strategy.
- It was felt that the HHAs require intensive handholding support to perform the roles expected. Accordingly, strategy shift is being done to revitalize the HHA framework as a credible service delivery mechanism for the MSME Sector by inducting an Implementing Agency for onboarding new HHAs, grading existing HHAs on performance through portal and organising capacity building/ Refresher Program/ training the trainers to attain the envisaged momentum of the Hand holding agency on the Portal.
- The consultant/agency shall broadly be liable for implementing the entire program/project, managing its progress, concurrently monitoring the activities and services rendered by the HHAs.
- With this backdrop, SIDBI intends to select a Service Provider / Consulting firm for **Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal**.

#### Scope of Work

- The onboarding framework would be based on both demand and supply side intervention, involvement of regional stakeholders, intensive capacity building, developing suitable match making mechanism for performance, documenting and replicating the successful case studies, supportive supervision and strong follow up mechanism.

- The consultant/agency/service provider shall act as a crucial link between demand and supply side players. It will also act as a Technical Support Agency and provide all technical support to HHAs to successfully implement the project.
- The consultant/agency shall be implementing the program/project, managing its progress and concurrently monitoring the activities/services rendered by the HHAs. The consultant/agency shall be expected to update project progress to SIDBI on a regular basis and submit monthly status report apprising SIDBI about the status of each and every activity.
- Following is the indicative scope of work for the consultant/agency to be engaged:

Type of Interventions	Activity Description
<p><b>Supply Side</b></p>	<ul style="list-style-type: none"> <li>• Onboarding on Udyamimitra portal, minimum 30 new HHAs* in each states/UT(PAN India) (with a Maximum cap of 2 HHAs from a district) in the next 1 years in a targeted manner as per their onboarding eligibility criteria** which can be extended for 1 more year based on the performance of the Implementing Agency.</li> </ul> <p>For the state where it is not possible to onboard 30 HHAs, the agency may onboard a minimum of 20 HHAs; however, in order to compensate for the shortfall, they should onboard a higher number subject to a maximum of 35 HHAs in each of the state. Priority should be given to Aspirational and Credit Deficient Districts.</p> <ul style="list-style-type: none"> <li>• Organizing capacity building programme/ Refresher Program/ training the trainers for 5000 existing HHAs (<u>with minimum participants of 50 HHAs in each program</u>) for enhancing the expertise field &amp; to attain the envisaged momentum of the Hand holding Agency on the Portal.</li> <li>• Recommendation of weeding out non-performers / in-active existing HHAs to SIDBI with a well-defined methodology / evaluation matrix / criteria to justify their performance.</li> <li>• Performance of the onboarded HHAs (including the new HHAs to be onboarded on the portal) to be tracked for the next 6 months after onboarding and report to be submitted to SIDBI.</li> </ul> <p>* <b>New HHA</b> here means bringing new HHA (atleast 60% of the total target) and also activating the inactive HHA on the Portal excluding RSETI, RUDSETI, CSCs, Skilling Centres.</p>
<p><b>Demand Side</b></p>	<ul style="list-style-type: none"> <li>• Convince &amp; integrate all the State Level Bankers’ Committee (SLBCs) on the importance of HHAs and its utility for deepening the MSME credit market.</li> <li>• Coordination with Department of MSMEs / District Industries Center (DIC) in every state to utilize the services of HHAs.</li> </ul>
<p><b>Other supporting</b></p>	<ul style="list-style-type: none"> <li>• Reviewing the guidelines/capture feedback on operation workflow for the HHAs for MSMEs.</li> <li>• The consultant/agency is also expected to develop awareness material, training content/manuals, supporting/assisting both supply side and demand side interventions (as mentioned above), in implementing the program etc.</li> </ul>

The following programs along with the corresponding incentives are proposed so as to enhance the expertise field & to attain the envisaged momentum of the Hand holding agency on the Portal:

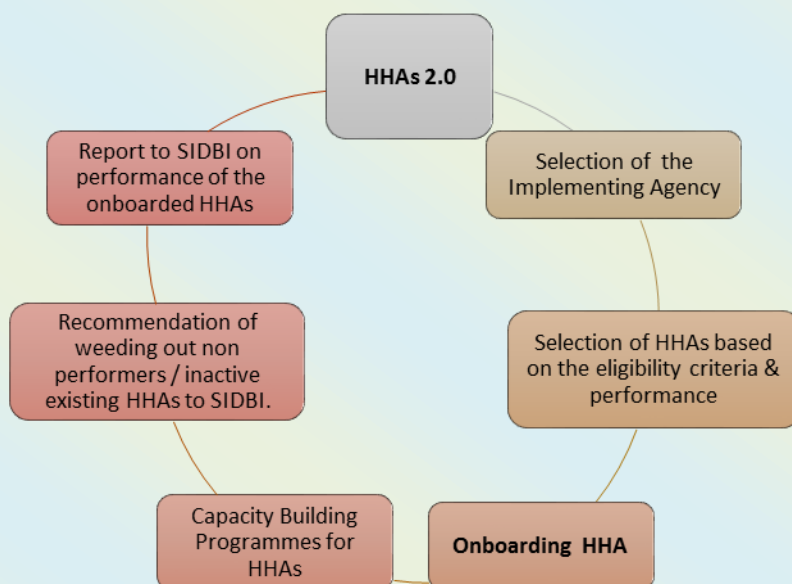


S. No	Kinds of Programme	Nos. of Programme
1	<p>Organizing Capacity Building / Refresher Program/ Training of Trainers Program.</p> <p><u>Duration of the Program – 1 Day</u>  <u>Minimum Participants - 50 HHAs per program</u>  <u>Key Objective</u> - Enhancing the expertise field &amp; to attain the envisaged momentum of the Hand holding agency on the Portal</p>	<p><b>Total Number of Programs to be organized are – 100</b></p> <ul style="list-style-type: none"> <li>• The programs to be organised State/UT Wise and Geographical Region wise (NR, ER, WR, SR, NER, CR)</li> <li>• At least 1 program in each State / UT with</li> <li>• At least 10 programs in each Geographical Region of the Country</li> </ul>

**Other Requirements/expectations**

- Coordination with SLBC for popularizing the scheme among bankers and general public.
- Dissemination of information on HHA among stakeholders/target population through various platforms.
- Dissemination of information among institutions/organizations like RUDSETI, RSETI, IA, DIC, MSME etc. for on boarding of members as HHAs.

Process flow for the project is as under:



**Timeline**

- 12 months from the date of award of the final contract extendable by another 1 year based on the performance of the Agency.

**\*\*Eligibility Criteria for HHA:**

- The HHA to be onboarded should have minimum 2 person (working) with 2 years of experience in the field activity (viz. Financial Literacy, Skilling (Vocational), Application filling, Workshed Requirement, Project Report Preparation, Margin money or subsidy, Entrepreneurship

Development Program/Digital Literacy etc) in which they are proposing. Preference to be given to those who are having experience in the field of Credit Connect, setting up of enterprise.

- Conversant with Information Technology skills along with communication proficiency and team building skills.
- HHA should not be a defaulter to any Banks/FIs or have criminal case pending or be black listed/debarred by any agency (Self-declaration to be furnished).
- Have adequate infrastructure both physical and soft infrastructure (in the form of faculty/professional).

**Expected outputs:**

- Onboarding on Udyamimitra portal, minimum 30 new HHAs in each states/UT (PAN India) (with a Maximum cap of 2 HHAs from a district) in the next 1 years in a targeted manner
- Organizing capacity building programme/ Refresher Program/ training the trainers for existing HHAs
- Recommendation of weeding out non performers / inactive existing HHAs to SIDBI.
- Performance of the onboarded HHA to be track for the next 6 month after onboarding and report to be submitted to SIDBI.
- Coordination with all stakeholders/ecosystem and create synergy.

**Benchmark of the Fee Structure for HHA:**

In order to standardise the handholding process, it is proposed to establish and build a **Benchmark Fee Structure of the Hand holding Agency** for the Hand holding support provided by them. The remuneration structure would depend on work handled. The remuneration shall be benchmarked keeping in view of the different requirement of the applicants till the disbursement stage. The benchmark fee structure to be abide by HHAs (maximum cap) is given below:

<b>Benchmarking Fee Structure for HHAs (Maximum cap) (Amount in Rs)</b>					
<b>Fees would be applicable only for online cases on the portal</b>					
S.No.	Activities	upto ₹25 lakh	Upto ₹50 lakh	Upto ₹1 crore	More than ₹1 crore
1	Application Filling	2000	3000	4000	5000
2	Project Report	5000	7000	10000	20000
3	Application Filling + Project Report	7000	10000	14000	25000
4	Application Filling + Project Report + Sanction	15000	20000	30000	50000
5	Application Filling + Project Report + Sanction + Documentation + Charge creation + Disbursement	25000	35000	50000	75000
6	Application Filling + Project Report + Sanction + Documentation + Disbursement + Access for subsidy	35000	50000	75000	100000

It may be noted that HHAs shall not receive any consideration by way of remuneration or compensation or in any other form from any person other than the applicant being advised / handholded, in respect of the underlying banking products or services for which advice / handholding is being provided. Also, it shall not collect any fees, commission, incentive or any other consideration whether in cash or kind from the bank(s) or financial institution(s) which would be lending to their applicants.

## 4. Eligibility Criteria

Proposals not complying with the ‘Eligibility criteria’ are liable to be rejected and will not be considered for further evaluation. The Bidder's pre-qualification bid will be evaluated as per the following criteria:

Sr. No.	Criteria	Criteria Description	Documents to be submitted as a proof/declaration
1.	<b>Registered Company for minimum 3 years.</b>	<p>The Bidder / Service Provider should be a Partnership Firm / Private Limited Company / Limited Liability Partnership Firm / MNC (Multinational Company) / Public Limited Company registered or incorporated in India and involved in providing implementation services in the MSME domain / credit counselling / credit monitoring for a minimum of 3 years, 31<sup>st</sup> March 2021.</p> <p>It should not be an Individual / Proprietary Concern / HUF etc.</p> <p>Bidder should have been in existence for a minimum period of 3 (Five) years in India as on 31st March 2021.</p>	<ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Registration certificate with the GSTN</li> <li>• Any other supporting constitutional documents to be submitted</li> </ul>
2.	<b>Financial Capability – Bidder</b>	<p>Bidder should have a minimum Revenue Level / Turnover of <b>Rs. 5 crore</b> &amp; above p.a. for last 2 FYs [FY 2018-2019 and FY 2019-2020]</p> <p>The Bidder should have made cash profit in last 2 FYs [FY 2018-2019 and FY 2019-2020].</p>	<ul style="list-style-type: none"> <li>• Certified copies of audited Balance sheet and Profit &amp; Loss.</li> <li>• CA Certificate certifying Cash Profit in last 2 FYs (FY 2018-2019 and FY 2019-2020)</li> <li>• CA Certificate certifying Revenue level of Rs. 5 crore &amp; above for last 2 FYs (FY 2018-19 and FY 2019-20)</li> </ul>
3.	<b>Domain Knowledge / Experience</b>	<p>Applicant should have knowledge of MSMEs ecosystem / MSME lending / policies / practice/credit counselling.</p>	<p>A letter with a write-up of maximum 500 words along with supporting evidence thereof including mention of works undertaken on the topics related to MSMEs/credit counselling.</p>
4.	<b>SIDBI Control</b>	<p>The Service Provider / bidder should submit a certificate to the effect that the bidder is not owned or controlled by any director/officer/employee of SIDBI or their relatives.</p>	<p>Self-Declaration by the Service provider on Company's letter head</p>
5.	<b>Statutory Dues</b>	<p>Should have fulfilled all its tax obligation / applicable statutory dues to the Govt. and no dues are pending.</p>	<p>Company Secretary or CA certificate</p>
6.	<b>Clean Track Record</b>	<p>The Service Provider should not have been penalized or found guilty in any court of law and the service provider shall not have been blacklisted / debarred by any Central Government Ministry/ State Government/ Public Sector Undertaking/ Bank/ RBI/ IBA/</p>	<p>Self- Certification by the Service provider on Company's letter head to be provided. However, SIDBI would have the right to independently verify the same</p>

		any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.	
7.	<b>Outsourced Staff – Performance Declaration</b>	The Service Provider / bidder to submit a declaration validating that the Outsourced persons to be deployed (if any) does not have any negative track record (non-performance / fraudulent activities).	Self-Declaration
8	<b>Pre-Contract Integrity</b>	The bidder should submit Pre-Contract Integrity Pact as per format provided in <b>Annexure-XVI</b>	Pre-contract Integrity Pact duly signed by authorised signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in <b>Annexure-XVI</b> needs to be enclosed.
9	<b>Tender Fee &amp; EMD</b>	Bidder to Make Payment of applicable Tender Fee and EMD	Proof of Payment of Tender Fee and EMD  In case of exemption, necessary documents satisfying the eligibility for exemption to be submitted.

Note: In case the Bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale, etc.) in the last three financial years (FY 2017-18, 2018-19, FY2019-20), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the bid to evince that such credentials have accrued to / transferred to are in the name of the bidding entity and the bidding entity is authorized to use such credentials.

## 5. Evaluation Methodology

### 5.1 Objective

The objective of this evaluation methodology is to facilitate the selection of one service provider for ensuring technically superior and professional services at optimal cost.

### 5.2 Evaluation process

#### 5.2.1 Evaluation process

1. The Bank has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - i) Eligibility Criteria
  - ii) Technical Bid
  - iii) Commercial Bids
2. The Bank shall evaluate first the ‘**Eligibility Criteria**’ of bids and based on its evaluation, ‘**Technical Bids**’ shall be undertaken for evaluation at the second stage for those shortlisted at first stage. ‘**Commercial bids**’ shall be opened only for the shortlisted bidders out of technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score a weightage of 30%.
3. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives or outsourced experts formed by the Bank and its decision will be final.
4. **Normalization** – SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make comparison “in comparable terms” or to bring further transparency in the evaluation process.

#### 5.2.2 Opening of Minimum Eligibility and Technical Bids

1. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the ‘Critical information’ sheet.
2. On the scheduled date and time, bids will be opened by the Committee formed by SIDBI. It is the responsibility of the bidder’s representative to be present at the time, on the date and at the place specified in the tender document.
3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, SIDBI at its discretion will proceed further with opening of the technical bids in their absence.
4. The Bidder name, presence or absence of requisite EMD and such other details as SIDBI, at its discretion, may consider appropriate will be announced at the time of bid opening.
5. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances.

#### 5.2.3 Preliminary Examination

1. SIDBI will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. SIDBI may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed evaluation, SIDBI will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security,

qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. SIDBI determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

4. If a Bid is not substantially responsive, it will be rejected by SIDBI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

#### 5.2.4 Evaluation of Eligibility Criteria

1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
2. Successful bids out of this stage would be considered for technical evaluation.
3. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

#### 5.2.5 Evaluation of Technical Bids

1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
2. SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
3. Technical bids would be evaluated on the parameters and presentation as below:

S.No.	Particulars	Max Marks /Weightage												
A	<p><b>Length of experience</b> - Experience in handling assignment related to project implementation / technical support for MSMEs for Central or State Government/ UT Administration / Govt. Depts. / Banks / Financial Institutions / Public Sector Undertakings (PSU) / Autonomous Bodies / Public Service Commission / Bilateral / Multilateral agencies.</p> <table border="1"> <thead> <tr> <th>Length of Experience</th> <th>Max. Marks</th> </tr> </thead> <tbody> <tr> <td>upto 1 year</td> <td>0 Marks</td> </tr> <tr> <td>More than 1 year and Upto 5 years</td> <td>5 Marks</td> </tr> <tr> <td>More than 5 years and upto 7 years</td> <td>7 Marks</td> </tr> <tr> <td>More than 7 years and upto 9 years</td> <td>9 Marks</td> </tr> <tr> <td>More than 9 years</td> <td>10 Marks</td> </tr> </tbody> </table>	Length of Experience	Max. Marks	upto 1 year	0 Marks	More than 1 year and Upto 5 years	5 Marks	More than 5 years and upto 7 years	7 Marks	More than 7 years and upto 9 years	9 Marks	More than 9 years	10 Marks	10
Length of Experience	Max. Marks													
upto 1 year	0 Marks													
More than 1 year and Upto 5 years	5 Marks													
More than 5 years and upto 7 years	7 Marks													
More than 7 years and upto 9 years	9 Marks													
More than 9 years	10 Marks													

<p><b>B</b></p>	<p><b>Proven track record in handling assignments of similar Nature / Domain:</b></p> <p>Both completed and ongoing projects / assignments taken up from April 01, 2015 till March 2021 in the role of Consultant / Knowledge Partner in the fields of MSME Ecosystem / MSME lending / Policies / Practice / Credit Counselling with Government Departments / PSUs / PSU Banks / PSU FIs will be considered for evaluation.</p> <table border="1" data-bbox="464 488 1217 725"> <thead> <tr> <th>No. of Projects / Assignments*</th> <th>Max. Marks</th> </tr> </thead> <tbody> <tr> <td>Upto 2</td> <td>0 Marks</td> </tr> <tr> <td>More than 2 and Upto 4</td> <td>5 Marks</td> </tr> <tr> <td>More than 4 years and upto 7 years</td> <td>7 Marks</td> </tr> <tr> <td>More than 7 and upto 9</td> <td>9 Marks</td> </tr> <tr> <td>More than 9</td> <td>10 Marks</td> </tr> </tbody> </table> <p><b>*Assignments / projects with minimum timeframe / duration / length of 3 months shall only be considered for evaluation purpose.</b></p> <p>The bidder has to provide work orders/completion certificates in respect of similar projects undertaken in India.</p>	No. of Projects / Assignments*	Max. Marks	Upto 2	0 Marks	More than 2 and Upto 4	5 Marks	More than 4 years and upto 7 years	7 Marks	More than 7 and upto 9	9 Marks	More than 9	10 Marks	<p><b>10</b></p>
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<p><b>C</b></p>	<p><b>Approach and Methodology</b> covering the following aspects -</p> <ul style="list-style-type: none"> <li>- Completeness of response</li> <li>- Exhaustiveness, Depth of analysis exhibited</li> <li>- Timelines and Deliverables</li> <li>- Knowledge and consulting inputs brought in relevant to the programme</li> <li>- Suggestions / additionalities to make the project more effective and impactful</li> <li>- Proposed Monitoring &amp; Evaluation (M&amp;E) System to measure the impact of the program – tools / best practices / SoPs</li> </ul> <table border="1" data-bbox="464 1397 1217 1594"> <thead> <tr> <th>Parameter</th> <th>Max. Marks</th> </tr> </thead> <tbody> <tr> <td>Highly Satisfactory</td> <td>15</td> </tr> <tr> <td>Satisfactory</td> <td>10</td> </tr> <tr> <td>Moderately Satisfactory</td> <td>5</td> </tr> <tr> <td>Below Satisfactory</td> <td>0</td> </tr> </tbody> </table>	Parameter	Max. Marks	Highly Satisfactory	15	Satisfactory	10	Moderately Satisfactory	5	Below Satisfactory	0	<p><b>15</b></p>		
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Highly Satisfactory	15													
Satisfactory	10													
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<p><b>D</b></p>	<p><b>Understanding of Scope of Work</b></p> <table border="1" data-bbox="464 1742 1217 1939"> <thead> <tr> <th>Parameter</th> <th>Max. Marks</th> </tr> </thead> <tbody> <tr> <td>Highly Satisfactory</td> <td>10</td> </tr> <tr> <td>Satisfactory</td> <td>7</td> </tr> <tr> <td>Moderately Satisfactory</td> <td>5</td> </tr> <tr> <td>Below Satisfactory</td> <td>0</td> </tr> </tbody> </table>	Parameter	Max. Marks	Highly Satisfactory	10	Satisfactory	7	Moderately Satisfactory	5	Below Satisfactory	0	<p><b>10</b></p>		
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<b>E</b>	<p><b>Proposed Team Composition &amp; Capabilities of the Resources</b> - Relevant experience of Team Leaders, Domain / Subject Matter Expert and other resources</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Parameter</th> <th style="text-align: center;">Max. Marks</th> </tr> </thead> <tbody> <tr> <td>Highly Satisfactory</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Satisfactory</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Moderately Satisfactory</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Below Satisfactory</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Parameter	Max. Marks	Highly Satisfactory	20	Satisfactory	15	Moderately Satisfactory	10	Below Satisfactory	0	<b>20</b>
Parameter	Max. Marks											
Highly Satisfactory	20											
Satisfactory	15											
Moderately Satisfactory	10											
Below Satisfactory	0											
<b>F</b>	<p><b>Presentation – on proposed plan / proof of concept and roll out strategy</b></p> <p>Presentation on capability statement, proposed action plan and Roll out strategy (including understanding of requirement and scope of work, implementation methodology and proposed team, originality of the proposal / concept, innovative ideas for effectiveness of engagement and possibilities of institutionalizing for long term sustainability)</p>	<b>35</b>										
<b>Total</b>		<b>100</b>										

**Note:**

- *The Bank at its discretion may reject the proposal of the agency, without giving any reason whatsoever, if in the Bank’s opinion the agencies could not present or demonstrate the proposed assignment.*
  - *During evaluation, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted.*
  - *The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.*
  - *Documentary evidence must be submitted for each criterion and undertaking, or declaration made by the agency must be on the company letter head and is to be signed by an authorized signatory.*
  - *Completion Letter / Reference Letter from relevant Senior Executive of the agency to be attached for each engagement reference mentioned.*
  - *If required bank or its representative can visit the agency and or its centers during evaluation process.*
4. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RS<sub>Tech</sub>) shall be assigned to each bid on the basis of parameters mentioned above.
  5. Relative Technical Score (RS<sub>Tech</sub>) for each agency will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{high} * 100$$



Where,

$RS_{Tech}$	=	Relative score obtained by the bidder
T	=	Technical score obtained by bidder
$T_{High}$	=	Highest Technical score secured among the Bidders

6. Technical Bids receiving a  $RS_{Tech}$  greater than or equal to a score of 70 (cutoff marks) will be eligible for consideration in the subsequent round of commercial evaluation.
7. If less than 3 bidders qualify as per above criteria ( $RS_{Tech} \geq 70$ ), SIDBI reserves the right to short list maximum top 3 bidders subject to  $RS_{Tech} \geq 60$ .

SIDBI reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

### 5.2.6 Commercial Bid

1. The Bidder is required to quote in Indian Rupees ('INR' / 'Rs.' / '₹'). Bids in currencies other than INR may not be considered.
2. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
3. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per the requisite format, will be at the discretion of SIDBI.

### 5.2.7 Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
2. The date for opening of commercial bids will be advised separately.
3. Relative Technical Score ( $RS_{Tech}$ ) of the technically qualified bids would be announced before opening of the commercial bids (of eligible bidders).
4. Relative Commercial Score ( $RS_{Com}$ ) for each bidder will be calculated as follows:

$$RS_{Com} = C_{Low} / C \times 100$$

Where:

$RS_{Com}$	=	Relative score for Commercial Bid of the bidder
C	=	Commercial bid value of the bidder under consideration
$C_{Low}$	=	Lowest commercial bid value out of all eligible commercial bids

Bidders to note that the value shall be considered / calculated as total cost indicated by the bidder in the commercial proposal and shall be calculated as “**Base Cost**” + “**Taxes**”. Accordingly, bidders to take note of the same and submit the commercial proposal as per the format only.

### 5.2.8 Final Selection of Eligible Bidder

1. Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:

$$RS = RS_{Tech} \times 0.70 + RS_{Com} \times 0.30$$

2. The eligible bidder will be selected based on maximum Relative Score (RS) obtained.
3. The bidder with the highest Relative Score (RS) will be selected for further discussion.
4. In case of a tie after the commercial evaluation stage, SIDBI's decision will be final and will be based on marks scored in the technical evaluation only.
5. The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document.

**Note:**

- (i) Commercial bid evaluation shall be considered as below in case of any kind of discrepancy:
  - If there is a discrepancy between words and figures, the amount in words shall prevail
  - If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
  - If there is discrepancy between unit price and total price, the unit price shall prevail
  - If there is a discrepancy in the total, the correct total shall be arrived at by SIDBI
- (ii) In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

### 5.2.9 Negotiations, Contract Finalization and Award

- SIDBI shall reserve the right to negotiate with the Bidder whose proposal has been ranked first by the committee on the basis of best value mechanism. If SIDBI is unable to finalize a service level agreement with the bidder ranked first, SIDBI may proceed to the next ranked bidder, and so on until a contract is awarded.
- SIDBI reserves the right to present a contract to the Bidder selected for negotiations. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of SIDBI, the most advantageous and represents the best value to the project, price and other factors considered.
- Evaluations will be based on the proposals and any additional information requested by the SIDBI.

### 5.2.10 Payment Schedule for SIDBI

- SIDBI may demand, before signing of contract, a Bank Guarantee to ensure commitment.
- SIDBI will provide fixed cost in equal quarterly instalment (upon completion of the respective quarter only). This would include all services as per the scope of this RFP
- No upfront / advance payment shall be made.

## **6. Terms and Conditions**

### **6.1 General**

#### **6.1.1 Definitions**

In this Contract, the following terms shall be interpreted as indicated:

1. “SIDBI” / “The Bank” means Small Industries Development Bank of India (SIDBI);
2. “The Contract” means the agreement entered into between the Bank, represented by its Head Office / Zonal Offices and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
3. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
4. “The Services” means those services ancillary to the providing services towards development, maintenance, enhancement and support of the platform and other such obligations of the Bidder covered under the Purchase Contract;
5. “TCC” means the Terms and Conditions of Contract contained in this section;
6. “The Bidder”, “the Service Provider” or “the Vendor” means the company supplying or intending to supply the Services under this Contract; and
7. “The Project Site” means Small Industries Development Bank of India, New Delhi Office.

#### **6.1.2 Location**

The agency shall identify a project coordinator throughout the duration of the project and on need basis shall be placed with SIDBI, New Delhi Office, subject to any emerging requirements to be met out of the scope of the RFP. SIDBI will provide sitting infrastructure. Bidder will ensure laptops & internet connection for the deployed professional.

Depending on requirement, SIDBI may decide to move its project site to any of its other locations during the contract period. Bidder will continue to provide the respective services at the new location, if so decided, without any extra cost.

All other resources would operate out of the Bidder’s own premises.

#### **6.1.3 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between SIDBI and the Bidder. The Bidder shall, subject to the terms of the RFP, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

Staff deployed by the service provider shall never be deemed to be appointed by the bank nor shall they be under its service conditions.

#### **6.1.4 Rights and obligations**

The mutual rights and obligations of SIDBI and the Bidder shall be as set forth in the RFP, in particular:

1. the Service Provider shall carry out the Services in accordance with the provisions of the RFP; and
2. SIDBI shall make payments to the Bidder in accordance with the provisions of this RFP.

#### **6.1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this RFP shall be in writing and in English language.

#### **6.1.6 Corrupt and fraudulent practice**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Service Provider / Suppliers / Contractors observe the highest standard of ethics during the execution of this RFP and subsequent contract(s). In this context, the bidders are requested to note the following:

1. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
2. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Selected Bidder/Service Provider and its staff working for the project will observe highest standard of transparency, ethics and integrity during the project. In case, anytime during the tenure of the project, if the Service Provider or any of its staff is found to have taken help of any fraudulent or unethical practice, Bank reserves the right to terminate the contract at its own discretion and initiate legal action against the Service Provider in addition to blacklisting it for participation in future RFP/Tender process in SIDBI.

### **6.1.7 Pre Contract Integrity Pact (IP)**

IP is an agreement between the prospective vendors / service providers / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XVI** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution [Please refer to instructions at S.No. 2.6 of this RfP].

The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission.

Details of IEM appointed is as under.

**Sh. Nageshwar Rao Koripalli, IRS(Retd.)**

**Address : 38, The Trails, Manikonda, R.R. District, Hyderabad – 500089**

**Email id : [knageshwarrao@gmail.com](mailto:knageshwarrao@gmail.com)**

**Mobile No. : 97889 19555**

### **6.1.8 Applicable laws**

1. The Contract shall be interpreted in accordance with the laws prevalent in India.
2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ resource/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
3. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising

therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

#### **6.1.9 Grievances Redressal Mechanism**

Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RFP.

#### **6.1.10 Deployment of resources**

The bidder shall ensure that all the necessary resources (as per the requirement and stated in the scope of work and any further requirement on need basis) are provided and continued to be deployed and if the project / exigencies (breakdown and like situations) requires, the resources shall have to be deployed on continuous basis (including on Saturdays, Sundays and other holidays) and the Bank shall not make any additional payments for the same. The bidder shall, however, ensure compliance of statutory and regulatory requirements with regard to the resources deployed or to be deployed during the period. The human resources deployed or used by the bidder at any stage of the project or during the period of the contract shall not be deemed to be an employee of the bank for any purpose or due to any reason.

#### **6.1.11 Miscellaneous**

SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RFP.

### **6.2 Bid Conditions**

#### **6.2.1 Bid Conditions**

1. The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
2. Information provided in this RFP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RFP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables with quality under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information or any requirement is underestimated, not understood or not interpreted in right direction during preparation/submission of the response.
3. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.

#### **6.2.2 Clarification of Bids**

1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in 'Bid Critical Information' Sheet). It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted as per the date mentioned in "Bid Critical Information" Sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.

#### **6.2.3 Amendment to the bidding document**

1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
2. The amendment will be posted on Banks website www.sidbi.in.
3. All Bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

#### 6.2.4 Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

#### 6.2.5 Commercial Bid

1. The Bidder is required to quote in Indian Rupees ('INR'/ 'Rs.'). Bids in currencies other than INR may not be considered.
2. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
3. As mentioned in Commercial Bid annexure, SIDBI shall have the right to utilize person-month rate quoted by the bidder, for any additional service not covered under the scope of this RFP during the contract period after starting of the project. The Bidder / Provider will have to deploy resource of desired role with similar credentials.
4. The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess, Octroi etc. that need to be incurred. No additional cost whatsoever would be paid.
5. Commercial bid would include cost of travel, boarding, lodging, out-of-pocket etc. expenses for the resources of the bidder to undertake visits to different locations of SIDBI as mentioned in the scope of the project.
6. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

#### 6.2.6 Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of amount of **Rs. 60,000/- (Rupees Sixty Thousand only)**.
2. EMD should be paid online as per instructions given at S.No. 2.6 of this RfP. Any bid received without EMD shall be considered unresponsive and rejected.
3. No interest will be paid on EMD.
4. Request for exemption from EMD will not be entertained, unless otherwise eligible for exemption.
5. The EMD amount of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:
  - a) Receipt of the signed contract and performance security from the successful bidder. **OR**
  - b) The end of the bid validity period, including extended period (if any), **OR**
  - c) Issue of Letter of Intent / Purchase order to the successful bidder
6. Successful Bidder will be refunded the EMD amount only after submission of Performance Bank Guarantee (PBG) as per **Annexure-IX** by the bidder.
7. EMD may be forfeited if:
  - a) Bidder withdraws its bids during the period of bid validity.
  - b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
  - c) In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish PBG.

(Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.)

### 6.2.7 Procurement Policy on Micro and Small Enterprises (MSEs)

1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSMEs).
3. Such MSEs would be entitled for exemption from furnishing “Tender Fee” and “EMD”. In case of any issue on the subject matter, the MSE’s may approach the tender inviting authority to resolve their grievances.
4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

Bidder is required to inform its MSME status as per latest definition, if applicable.

Enterprise* Category	Investment	Annual Turnover
Micro	Up to Rs. 100 lakh	Up to Rs. 500 lakh
Small	Up to Rs. 1000 lakh	Up to Rs. 5000 lakh
Medium	Up to Rs.5000 lakh	Up to Rs. 25000 lakh

\*As per the notification issued by the Govt. of India, the revised definition of MSME w.e.f. July 01, 2020 would be as per the following

Note:

*It is clarified that the proof of document (UAM / NSIC Certificate, etc. as applicable) submitted by the bidder along-with the bid document shall only be considered for the purpose of checking & establishing the MSME status of the bidder. The exemption towards tender fee and EMD Fee, as allowed to MSEs, shall only be applicable & ascertained based on the document submitted.*

### 6.2.8 Period of Validity of Bids

1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from last date for submission of bids as mentioned in ‘Bid Critical information’ sheet.
2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

### 6.2.9 Deadline for submission of Bids

1. The bids must be received by the Bank at the specified address not later than date and time mentioned in ‘Bid Critical Information’, given in the beginning of this document.
2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 6.2.10 Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

#### **6.2.11 Modification And/ Or Withdrawal of Bids**

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
2. The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
3. No request for modification or withdrawal of Bid will be entertained after the deadline for submission of bids.
4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

#### **6.2.12 Opening of Technical Bids by the Bank**

1. Since bids are to be submitted in soft form, a formal bid opening meeting would not be organised for opening of Technical Bids.
- 2.

#### **6.2.13 Clarification of bids**

1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (e-Mail/letter), and no change in the price or substance of the Bid shall be sought, offered or permitted.
2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
3. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

#### **6.2.14 Preliminary Examinations**

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The responses to the RFP would be deemed to be legal documents and will form part of the final contract. Bidders are required to attach a 'Letter of competence' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in **Annexure-VI**.
3. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
4. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid in comparison to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
5. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
6. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

#### **6.2.15 Bid Evaluation**



1. All the responsive bids will be evaluated as per the procedure detailed in Chapter 5 - Evaluation methodology.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
4. During evaluation, Bank at its discretion can ask the bidders for clarifications.
5. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

#### **6.2.16 Arithmetic errors correction**

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

1. If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
2. If the Bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

#### **6.2.17 No Commitment to Accept Lowest or Any Offer**

1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Bank to ascertain the best bid following the evaluation method prescribed in this RFP. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the Letter of Intent (LOI), purchase order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

#### **6.2.18 Conditional Bids**

Conditional bids shall not be accepted and shall be rejected straightway. If any clarification is required, the same should be obtained from the bank before submission of bids.

#### **6.2.19 Contacting the Bank**

1. After opening of Bid and till the time a communication in writing about its qualification or otherwise is received from the Bank, bidder shall NOT contact the Bank on any matter relating to its Bid.
2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation or Bid comparison may result in the rejection of the Bidder's Bid.

#### **6.2.20 Award of Contract**

1. The successful Bidder will be selected as per the process mentioned Bid evaluation methodology. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive.
2. Selected bidder would be issued 'Letter of intent (LoI)/ purchase order (PO) on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the selected Bidder must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.
3. The Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. Accordingly, the Bank may request / demand for additional services / resources for self and / or its associates / subsidiary concerns. In case of requirement of service delivery for associates / subsidiary, a separate order may be placed by the Bank or associates / subsidiary at the same rates quoted by the Bidder under the

same terms & conditions. The Bidder will have to agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price at the unit rates provided in Commercial Bid. The Bank has the right to order as much as it wants at those rates.

#### 6.2.21 Miscellaneous

1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures.
2. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
3. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

### 6.3 Commencement, Completion, Term and Termination

#### 6.3.1 Commencement of Services

The Bidder shall commence the Services from the Effective Date but not later than one month from the date of issue of LOI / PO / Award of contract by SIDBI, unless otherwise agreed by the Parties.

The contract shall commence on the effective date (kick-off date) and continue for a period of two years thereafter. If so desired by SIDBI, contract may be extended for a maximum period of one year on the same terms and conditions.

#### 6.3.2 Termination of Contract

##### 6.3.2.1 By SIDBI

Bank shall have the option to terminate this agreement, in whole or in part by giving at least 90 days' prior notice in writing.

Without prejudice to the generality of the foregoing, the Bank will also be entitled to terminate this agreement, if **the Bidder** breaches any of its obligations set forth in this contract and

- a. Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- b. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by **Bidder** to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

The Bidder shall not have any right to terminate this Agreement for convenience. However, without prejudice to the generality of the foregoing, the Bidder will be entitled to terminate the agreement, if:

- a. Bank materially breaches any of its obligations set forth in this contract; and
- b. Such breach is not cured within thirty (30) Working Days after **the Bidder** gives written notice, or
- c. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bank to provide **the Bidder**, within thirty (30) Working Days, with a reasonable plan to cure such breach.

This contract shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- a. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- b. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- c. The other Party becomes the subject of a court order for its winding up.

Either Party shall have the immediate right to terminate this contract upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business in India.

**The Bidder** understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from **the Bidder** for the tenure of this contract. The Parties therefore agree and undertake that if at any time after expiry of initial period of three years and during the terms of any subsequent renewal of this agreement, it is assessed by SIDBI that the scope, size and technicalities of the Project has become such that its smooth execution could not be achieved and ensured by the Bidder then SIDBI will have option of exit at any point. However, exit would happen only after the completion of the notice period of 90 days, and only after completion of **the Bidder's** obligations under a reverse transition mechanism. During this period of Reverse Transition, **the Bidder** will have to continue to provide the Deliverables and the Services in accordance with this contract and will have to maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the contract, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date and shall be free to hire any other agency(ies) found suitable for handling the project.

Without prejudice to the rights of the Parties, upon termination or expiry of this contract, Bank shall pay all the undisputed fees outstanding till the date of termination to the Bidder, within thirty (30) days of completion of the reverse transition period.

Upon the termination or expiry of this contract:

- a. The rights granted to **the Bidder** shall immediately terminate.
- b. Upon Bank's request, with respect to, (i) any agreements for maintenance, services or other third-party services used by **the Bidder** to provide the Services; and (ii) the assignable agreements, **the Bidder** shall, use its reasonable commercial endeavours to assign such agreements to the Bank and its designee(s) till alternative arrangements are made by the Bank in that regard.
- c. Upon Bank's request in writing, **the Bidder** will be under an obligation to transfer to Bank or its designee(s) the Deliverables created by **the Bidder** for the Bank under this Agreement, free and clear of all liens, security interests, or other encumbrances at the contracted rates.

#### **6.3.2.2 By the successful Bidder**

The successful Bidder may, by not less than 90 (ninety) days' written notice to SIDBI, such notice to be given after the occurrence of any of the events specified in this Clause, terminate the Contract if:

1. SIDBI fails to pay any money due to the Bidder pursuant to the Contract and not subject to dispute pursuant to Section 6.7 hereof within 15 (fifteen) days after receiving written notice from the successful Bidder that such payment is overdue;
2. SIDBI is in material breach of its obligations pursuant to the Contract and has not remedied the same within 30 (thirty) days (or such longer period as the successful Bidder may have subsequently granted in writing) following the receipt by SIDBI of the successful Bidder's notice specifying such breach;
3. as the result of Force Majeure, the successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
4. SIDBI fails to comply with any final decision reached as a result of arbitration pursuant to Section 6.7 hereof (subject to however, that no appeal is preferred / pending in any forum / court).

#### **6.3.2.3 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses **6.3.2.1** or **6.3.2.2** hereof, the Service Provider shall, immediately upon receipt of such notice, take all reasonably necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

#### **6.3.2.4 Payment upon Termination**

1. Upon termination of this Agreement pursuant to Clauses **6.3.2.1** or **6.3.2.2** hereof, SIDBI shall make the payment to the successful Bidder pursuant to Section 6.6 hereof for Services performed prior to the date of termination and which could be used by SIDBI.
2. In the event of a pre-mature termination of this Contract by SIDBI, the compensation payable to successful Bidder will be decided in accordance with the Terms of

- Payment Schedule and the payment to the successful Bidder will be settled within 30 days of the termination of the contract.
3. In the event of such termination, the successful Bidder on transit period will work to transfer all the work completed and in progress and knowledge out of the project as per the requirement of SIDBI.

#### **6.3.2.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause **6.3.2.1** (barring termination by SIDBI at convenience) or **6.3.2.2** hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Section 6.7 hereof, and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### **6.3.3 Project Closure**

Project Closure means the completion of implementation of all the deliverables mentioned in scope of the project or as decided by SIDBI for implementation, integration of components as per scope, handover of latest compilable source code, training and submission of the relevant documents as per the transition management plan to SIDBI / new service provider.

#### **6.3.4 Force Majeure**

##### **6.3.4.1 Definition**

1. For the purposes of the Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies rendering implementation of the project as illegal / unlawful.
2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s agents, Bidders or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.
3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

##### **6.3.4.2 No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

##### **6.3.4.3 Delay, Penalty and Termination**

1. Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to the Contract is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, Bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, Bidder shall continue to perform its obligations as per the order placed subsequent to this agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

#### **6.3.5 Indemnity**

The Bidder shall indemnify SIDBI, and shall always keep indemnified and hold SIDBI, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against SIDBI as a result of:

1. Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under the Contract; and/or
2. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this agreement; and/or
3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against SIDBI; and/or
4. Breach of any of the term of this agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Bidder under this agreement; and/or
5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
6. Breach of confidentiality obligations of the Bidder contained in this agreement; and/or
7. Negligence, fraudulence activities or gross misconduct attributable to the Bidder or its employees or sub-contractors; and/or
8. The use of unlicensed and illegal Software and/or allied components by the Bidder.

The Bidder will have to, at its own cost and expenses, defend or settle any claim against SIDBI that the Deliverables and Services delivered or provided under this document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided SIDBI:

1. Notifies the Bidder in writing; and
2. Cooperate with the Bidder in the defense and settlement of the claims.

The Bidder shall not be liable for defects or non-conformance or infringement resulting from:

1. Software, hardware, interfacing not approved by Bidder; or
2. Unauthorized modification of Software or any individual product supplied under this agreement, or Bank's failure to comply with any mutually agreed environmental specifications.
3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under the Contract.
4. Modification of a deliverable by anyone other than the Bidder where the unmodified version of the deliverable would not be infringing.

#### **6.3.6 Limitation of liabilities**

1. In no event shall either party be liable with respect to its obligations under or arising out of this Contract for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages.
2. Save and except for liability under Section 6.4.5, the aggregate liability of the Bidder under this Contract, arising at any time, shall not exceed the total Contract value.
3. The Bidder shall be liable to SIDBI only for any direct loss or damage accrued due to deficiency in Services rendered by it.

#### **6.3.7 Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this agreement with the other party shall operate as a waiver of such right, power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this contract all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### **6.3.8 Violation of terms**

The Bidder agrees that SIDBI shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in the contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies SIDBI may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **6.4 Obligations of the Bidder**

#### **6.4.1 Ownership of Delivered Product / Services**

The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services / products under the contract and be responsible for the services / products delivered.

#### **6.4.2 Confidentiality**

1. The Bidder, and its Personnel shall not, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by SIDBI to the Bidder, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the SIDBI's employees, officers or other professionals or suppliers, customers, or contractors of SIDBI; and any other information which the Bidder is under an obligation to keep confidential in relation to the Project, the Services or the Contract / RFP (“Confidential Information”), without the prior written consent of SIDBI.
2. Notwithstanding the aforesaid, the Bidder and its Personnel may disclose Confidential Information to the extent that such Confidential Information:
  - a) is required to be disclosed by Applicable Laws or judicial or administrative order;
  - b) is required to be disclosed in arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Bidder, and its Personnel shall give SIDBI prompt written notice, to the extent permissible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
  - c) was in the public domain prior to its delivery to the Bidder, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Bidder, and its Personnel;
  - d) was obtained from a third party with no known duty to maintain its confidentiality or independently developed by the Bidder.
3. The obligations contained in Section 6.4.2 shall apply mutatis mutandis to SIDBI where SIDBI is the recipient of confidential information of the Bidder. Further, subject to confidentiality obligations set forth herein, the Service Provider may wish to refer to SIDBI and the Services the Bidder has performed for it when marketing its services.

#### **6.4.3 Subcontracts**

The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the Bank's prior written consent.

#### **6.4.4 Standards of Performance**

1. The Bidder shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Bidder shall always act under this RFP, in respect of any matter relating to this RFP or to the Services, as a faithful adviser to SIDBI, and shall at all times support and safeguard SIDBI's legitimate interests in any dealings with Third Parties.
2. The Bidder must strictly adhere to the delivery schedules, failure to which will be considered as breach of the terms and conditions.
3. The Bidder shall provide appropriate human as well as other resources as committed in its response to SIDBI's RFP, to execute various tasks assigned as part of the project, from time to time. The Bidder shall ensure the quality & effectiveness of deliverables, project approach & methodology, project governance, risk management, use of tools & templates in conformity with its commitment made in its technical bid in response to SIDBI's RFP.
4. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
5. The Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of this agreement. The Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.

#### **6.4.5 IPR Infringement**

1. The Bidder undertakes and acknowledges that any infringement of IPR arising out of services provided by it shall be the sole responsibility of the Bidder and SIDBI shall have no obligation or liability with regard to the same.
2. As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to the deliverables provided and/or use of any software/tool by Bidder/Service provider under this project.

#### **6.4.6 Accounting, Inspection and Auditing**

The Bidder shall keep accurate and systematic accounts and records in respect of the Services provided under the Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Bidder's costs and charges).

##### **6.4.6.1 Rights to Visit**

1. All records of the Bidder with respect to any matters covered by the Contract shall be made available to SIDBI or its designees at any time during normal business hours, as often (but not more than once a calendar year) as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorize, the progress of the project from where the services are being rendered by the Bidder. Any such review shall be subject to the following guidelines: (i) it is restricted to providing access to Bidder's fees/ invoicing related records relating to the Services under the Contract (ii) Bidder shall not be expected to provide any information which may cause it to breach confidentiality of other parties; and (iii) if an audit is contemplated

- to be conducted by an external/third party auditor, such third party shall sign an NDA with the Bidder (in a format suggested by the Bidder).
3. SIDBI and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with reasonable prior notice to ensure that data provided by SIDBI is not misused. The Bidder will have to cooperate with the authorized representative/s of SIDBI and will have to provide all information/ documents required by SIDBI. This would be in line with RBI guidelines for outsourcing.
  4. The right to visit under these clauses shall be restricted to physical files related to the Contract alone. Visit shall be conducted during normal business hours and on normal working days after informing the Bidder in advance.

#### **6.4.7 Publicity**

Any publicity by Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.

#### **6.4.8 Statutory & Regulatory Compliance**

The bidder should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regards to transactions under RFP. The bidder also has to ensure that they are compliant to the Minimum Wages Act (MWA) for deployment of resources across SIDBI sites nationwide. The bidder should follow all payout norms as per the MWA in all the states and SIDBI will not liable for this under any situation. SIDBI may (but shall be obliged) call for proof of such payments by bidder and any other Act/Statutory and regulatory compliances as applicable.

#### **6.4.9 Conflict of Interests and Non Compete**

- a. The Bidder shall hold SIDBI's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the SIDBI and seek its instructions.
- b. The Bidder shall not enter into any arrangements or agreements or transaction(s) whatsoever, with any third party for development of similar kind of portal using proprietary rights of SIDBI and confidential information and trade secrets which it may become privy during the course of the project.
- c. For the purpose of this clause the term “Confidential Information” means information about the SIDBI and identity of Customers, Customer Prospects, and/or Vendors that is not generally known outside SIDBI, which the Bidder will learn of in connection with the project. Confidential Information may include, without limitation: (1) policy, technique, software, programmes, ideas, information, and working of the portal, (2) policies, finances, and business plans; (3) financial projections, (4) information relating to the product roll-outs; (5) customized software, marketing tools, and/or supplies that will be provided access to by SIDBI to the Bidder and/or will create; (6) any information relating to names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors, browsers/user of the site and portals, etc; (7) any list(s) of the Customers, Customer Prospects, and/or Vendors; (8) the account terms and pricing of the products; (9) the account terms and pricing of users of the portals/banks and their Customers; (10) the names and addresses of SIDBI employees and other business contacts of Portal; and (11) the techniques, methods, and strategies by which the SIDBI/Portal develops, markets, distributes, and/or sells any of the products
- d. “Trade Secrets” means Confidential Information shall include the information as protected and covered under applicable law. “Proprietary Rights” means any and all inventions, discoveries, developments, methods, processes, compositions, works, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas (whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice (whether at the request or suggestion of the SIDBI or otherwise, whether alone or in conjunction with others,



during implementation of the project, which may be directly or indirectly useful in, or related to, the activities and business of the portals or any business or products contemplated by SIDBI.

The Bidder agrees that, during the term of this agreement and renewals thereof and for twelve months after the termination thereof, regardless of the reason for the termination the agreement, the Bidder will not, directly or indirectly, on behalf of any Competitive Business perform the same or substantially the same Job Duties.

#### **6.4.10 Documents prepared by the Bidder to be the Property of the “SIDBI”**

All plans, specifications, designs, reports, and other documents prepared by the bidder for the “SIDBI” under this Contract shall become and remain the property of the “SIDBI”, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “SIDBI”, together with a detailed inventory thereof. The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the SIDBI and the SIDBI reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the SIDBI’s prior written approval to such agreements, and the “SIDBI” shall be entitled at its discretion to require recovering the expenses related to the development of the program.

### **6.5 Obligations of SIDBI**

#### **6.5.1 Assistances in Clearances**

Unless otherwise specified in this RFP, SIDBI shall make best efforts to ensure that it shall:

1. provide the Bidder, and Personnel with work permits and such other documents as may be necessary to enable the Bidder or Personnel to perform the Services;
2. issue to officials, agents and representatives of the Government all such instructions / requests as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### **6.5.2 Access to Land and Property**

SIDBI warrants that the Bidder and its authorized representatives shall have, free of charge, unimpeded access to the sites of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Bidder as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services, if any, to be made to the Bidder.

#### **6.5.3 Payment**

In consideration of the Services performed by the Bidder under this RFP, SIDBI shall make to the Bidder such payments and in such manner as is provided in this RFP.

#### **6.5.4 Intellectual Property Rights**

SIDBI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services.

### **6.6 Payment and Penalty**

#### **6.6.1 Terms of Payment**

The payment would be made as mentioned below:

1. The payment shall be made in equal fixed instalment on a quarterly basis.
2. First payment to the Bidder will be payable only after submission of Performance Bank Guarantee for an amount equivalent to 10% of the total contract value.

3. All payments would be made after deducting penalties if applicable and applicable taxes and cess.
4. All the payments will be made by SIDBI electronically through RTGS/ NEFT. Bidder is required to submit Bank Mandate Form (as per **Annexure-XIII**) along with cancelled cheque in original along with the technical bid.
5. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default of payment on the part of Bank.
6. All Payments will be made to the Bidder in Indian Rupee only, to the prime bidder.
7. Final payment would be released only after completion of reverse transition process to the satisfaction of SIDBI.

#### **6.6.2 Payment in case of termination of projects**

1. The cost of full-time resources would be paid for the portion of services utilized.
2. The cost of services would be paid based on pro-rata basis for the portion of services completed.

#### **6.6.3 Taxes and Duties**

1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.
2. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected Bidder may have to execute an indemnity bond in favour of the Bank in this regard.
3. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the Bidder at his cost.
4. Tax deduction at Source – Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

#### **6.6.4 Performance Bank Guarantee (PBG)**

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank as per format prescribed in **Annexure-IX** equivalent to 10% of the total contract value. The performance guarantee would be renewed every year before the expiry of earlier performance guarantee. The performance guarantee will be valid till at least three months beyond the expiry of the contract period. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.
2. In the event of non-performance of obligation or failure to meet terms of this RFP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
3. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD amount obtained towards security deposit.

4. The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder.
5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
6. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI.
7. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

#### **6.6.5 Forfeiture of performance security**

1. The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.
2. In the event of non-performance of obligation or failure to meet terms of this RFP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

#### **6.6.6 Penalty for Default in Services**

Penalty may be imposed as stipulated in the relevant sections of this RFP for breach in levels of services. However the total penalty imposed for the project would be subject to maximum of 5% of the total contract value.

### **6.7 Settlement of Disputes**

#### **6.7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof.

#### **6.7.2 Dispute Resolution**

1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably by a team of officials nominated by the parties for this purpose.
2. The Parties agree to use their best efforts for resolving all Disputes, including those relating to delay caused in completion of project or delay in performance of obligations under the Contract, and arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
3. No conflict between Bidder and SIDBI will cause cessation of services or payment of fees due to the Bidder. Only by mutual consent the services will be withdrawn.

#### **6.7.3 Arbitration**

1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 6.7.2, within 30 calendar days from the date of initiation of amicable dispute resolution procedure or such other period as mutually agreed to by the parties, shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final and binding on the Parties as from the date it is made, and the Bidder and SIDBI agree and undertake to carry out such decision without delay.
2. Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
3. The Bidder shall continue work and the Bank shall continue to pay the fees due under the Contract during the arbitration proceedings unless otherwise directed in writing by SIDBI or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

#### 6.7.4 GENERAL

**Health and Safety:** The Bidder and any of its subcontractors shall, when at SIDBI site, conduct their activities so that their equipment, working conditions and methods are safe and without risk to health for their own and SIDBI's employees as well as for any other users of SIDBI Site.

**No Joint Venture:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties, nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

**No Assignment:** Except with respect to The Bidder's rights regarding the use of subcontractors, neither party may assign any rights or obligations under this Contract without the prior written consent of the other party except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.

If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative to any of the officers of SIDBI or alternatively, if any relative of the officer of SIDBI has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of SIDBI.

The Bidder would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as part of the project, from time to time.

Personnel engaged by the Bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the Bidder and they shall have no claim to be appointed in the services of the bank. The Bidder shall take suitable measures for them in this regard.

The Bidder shall ensure that the software and allied components used to service SIDBI are licensed and legal.

This contract contains only the broad provisions for the entire assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment.

Save and except in the normal course recruitment process, either party during the term of the contract and for a period of two years thereafter shall not without the express written consent of the other party, directly or indirectly:

- a. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the other party in rendering the services in relation to the contract; or

- b. Induce any person who shall have been an employee or associate of the other party at any time to terminate his / her relationship with the other party.

**Headings:** The headings in this Agreement are for the convenience of the parties only, and are in no way intended to define or limit the scope or interpretation of the Agreement or any provision hereof.

**Entire Agreement and Precedence:** This Contract and its Annexure constitute the entire agreement governing the arrangement between **the Bidder** and SIDBI. The parties however agree that in the event of ambiguity in the terms of this Agreement, the parties’ intent will be derived by referring to the following documents in the order given below. Any mutually acceptable position in variance to this Agreement shall be recorded in writing by way of an amendment.

1. Letter of Intent (LOI) from SIDBI dated \_\_\_\_\_
2. Pre-bid clarifications hosted on bank’s website on \_\_\_\_\_
3. Technical and Commercial proposal submitted by **the Bidder** along with letter of competence and power of attorney submitted on \_\_\_\_\_
4. RFP from SIDBI issued vide tender no. \_\_\_\_\_ dated \_\_\_\_\_

### 6.7.5 Notices

All notices that are required to be given under this Agreement shall be in writing and shall be sent to the address of **THE BIDDER** and SIDBI recipient set out in **Section**\_\_ below, or such other address as the representative of each party may designate by notice given in accordance with this **Section**\_\_. Any such notice may be delivered by hand, by courier, or by facsimile transmission, and shall be deemed to have been received:

1. By hand delivery - at the time of delivery;
2. By courier - after the date of delivery at the recipient address by the courier;
3. By facsimile - immediately upon confirmation of transmission provided a confirmatory copy is sent by courier or by hand by the end of the next business day.

A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

For the purposes of this **Section**, the address of each party shall be:

SIDBI : Small Industries Development Bank of India  
Attention : \_\_\_\_\_  
Address : 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg,  
New Delhi – 110001  
Telephone : +91 11 23448407

THE BIDDER : \_\_\_\_\_  
Attention : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_

### 6.7.6 Severability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

### 6.7.7 Survival

The following provisions shall survive termination of this Agreement: Sections 6.6 (Payment and Penalty), 6.5.4 (Intellectual Property Rights), 6.4.5 (IPR Infringement), 6.4.9 (Conflict of Interest and Non compete), 6.3.5 (Indemnity), 6.4.2 (Confidential Information), 6.3.6 (Limitation of Liabilities), 6.7 (Dispute Resolution) and 6.1.8 (Applicable Laws).

## 7. Annexures

### 7.1 Annexure – I : Bid Covering Letter

(To be submitted on Bidder's letter head)

Date:

To,

The General Manager,  
Udyami Mitra Vertical  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg,  
**New Delhi - 110001**

Dear Sir,

Request for Proposal for \_\_\_\_\_”  
(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)

We, the undersigned, having read and examined the aforesaid RFP document including all annexures carefully in detail, do hereby propose to extend the services as specified in the above-mentioned Tender document and submit the following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of **Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only) (including GST)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed the proof of online payment (through RTGS/NEFT) of the sum of **Rs. 60,000/- (Rupees Sixty Thousand only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RFP.
3. Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RFP except the points mentioned in **Annexure-XIV (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RFP, we also understand not to have any option to raise any objection against any of the said processes defined in the RFP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date :  
Place :

Signature of Authorised Signatory :  
Name of the Authorised Signatory :  
Designation :  
Name of the Organisation :  
Seal ...

**7.2 Annexure – II : General Information about Bidder**

(To be submitted on Bidder’s letter head)

To,

The General Manager,  
Udyami Mitra Vertical  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg,  
**New Delhi - 110001**

Dear Sir,

**Request for Proposal for “ \_\_\_\_\_ ”**  
**(RFP No : \_\_\_\_\_ dated \_\_\_\_\_ )**

We hereby offer to submit our request for Selection of Consultant/Agency to be engaged for Rolling out Onboarding Framework of Hand Holding Agencies (HHAs). We have read and understood the content of RfP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

**Brief Profile of our agency is as under:**

S.N.	Description	Bidder’s response
1	Name of the bidder company (Registered name of the bidding Company)	
2	Details of Incorporation of the Company.	Date: Ref. No.:
3	Legal Status of Company. Documentary proof enclosed. (Yes/No)	(Partnership / Pvt. / Pub. Ltd.)
4	Website of Company	www.
5	<b>Address of Registered Office with contact numbers.</b>	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	<b>Address for Correspondence (if different from above).</b>	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	<b>MSME Status (Tick appropriate).</b>	
A	Company <b>does not qualify</b> the status of MSE.	
B	Company <b>does qualify</b> the MSE status.	
C	SC/ST	
D	MSE registration certificate/ Udyog AADHAAR Memorandum or a certificate from Chartered Accountant attached. <b>(Yes/No).</b>	
8	<b>PAN No.</b> Copy of PAN enclosed. <b>(Yes/No)</b>	
9	<b>GSTIN No.</b> Copy of GST enclosed. <b>(Yes/No)</b>	
10	<b>Sales Tax Registration No.</b> Copy of Sales Tax certificate enclosed. <b>(Yes/No)</b>	

S.N.	Description	Bidder's response
11	<b>Service Tax Registration No.</b>	
	Copy of Service Tax certificate enclosed. <b>(Yes/No)</b>	
12	<b>Contact Details of Bidder's authorized representative to make commitments to SIDBI.</b>	
A	Name	
B	Designation	
C	Land Line No. (with STD code)	
D	Mobile No.	
E	Fax No. (with STD code)	
F	Mail Id	
13	<b>Financials (for last three years)</b>	
	<b>Parameter</b>	<b>FY</b>
A	Revenue	2017 - 2018
		2018 – 2019
		2019 – 2020
B	Net worth	2017 - 2018
		2018 – 2019
		2019 – 2020
C	CA certificate attached for A and B above.	<b>(Yes / No)</b>
D	1. Audited balance sheet and 2. P/L account attached.	<b>(Yes/ No)</b>

I/We here by certify that all particulars given above are correct and true to the best of my / our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit, (including termination of contract and/or black list and debar), without any prior intimation to me/us.

Date :  
Place :

Signature of Authorised Signatory :  
Name of the Authorised Signatory :  
Designation :  
Name of the Organisation:

Seal ...



### 7.3 Annexure –III : Response to the Eligibility Criteria

(To be submitted on Bidder's letter head)

(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)

Sr. No.	Criteria	Criteria Description	Documents to be submitted as a proof/declaration	Attachment Tag\$\$
1.	<b>Registered Company for minimum 3 years.</b>	<p>The Bidder / Service Provider should be a Partnership Firm / Private Limited Company / Limited Liability Partnership Firm / MNC (Multinational Company) / Public Limited Company registered or incorporated in India and involved in providing implementation services in the MSME domain / credit counselling / credit monitoring for a minimum of 3 years, 31<sup>st</sup> March 2021.</p> <p>It should not be an Individual / Proprietary Concern / HUF etc.</p> <p>Bidder should have been in existence for a minimum period of 3 (Five) years in India as on 31st March 2021.</p>	<ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Registration certificate with the GSTN</li> <li>• Any other supporting constitutional documents to be submitted</li> </ul>	
2.	<b>Financial Capability – Bidder</b>	<p>Bidder should have a minimum Revenue Level / Turnover of <b>Rs. 5 crore</b> &amp; above p.a. for last 2 FYs [FY 2018-2019 and FY 2019-2020]</p> <p>The Bidder should have made cash profit in last 2 FYs [FY 2018-2019 and FY 2019-2020].</p>	<ul style="list-style-type: none"> <li>• Certified copies of audited Balance sheet and Profit &amp; Loss.</li> <li>• CA Certificate certifying Cash Profit in last 2 FYs (FY 2018-2019 and FY 2019-2020)</li> <li>• CA Certificate certifying Revenue level of Rs. 5 crore &amp; above for last 2 FYs (FY 2018-19 and FY 2019-20)</li> </ul>	
3.	<b>Domain Knowledge / Experience</b>	<p>Applicant should have knowledge of MSMEs ecosystem / MSME lending / policies / practice/credit counselling.</p>	<p>A letter with a write-up of maximum 500 words along with supporting evidence thereof including mention of works undertaken on the topics related to MSMEs/credit counselling.</p>	
4.	<b>SIDBI Control</b>	<p>The Service Provider / bidder should submit a certificate to the effect that the bidder is not owned or controlled by any</p>	<p>Self-Declaration by the Service provider on Company's letter head</p>	

		director/officer/employee of SIDBI or their relatives.		
5.	<b>Statutory Dues</b>	Should have fulfilled all its tax obligation / applicable statutory dues to the Govt. and not dues are pending.	Company Secretary or CA certificate	
6.	<b>Clean Track Record</b>	The Service Provider should not have been penalized or found guilty in any court of law and the service provider shall not have been blacklisted / debarred by any Central Government Ministry/ State Government/ Public Sector Undertaking/ Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impact or compromise the delivery of services required.	Self- Certification by the Service provider on Company's letter head to be provided. However, SIDBI would have the right to independently verify the same	
7.	<b>Outsourced Staff – Performance Declaration</b>	The Service Provider / bidder to submit a declaration validating that the Outsourced persons to be deployed (if any) does not have any negative track record (non-performance / fraudulent activities).	Self-Declaration	
8	<b>Pre-Contract Integrity</b>	The bidder should submit Pre-Contract Integrity Pact as per format provided in <b>Annexure-XVI</b>	Pre-contract Integrity Pact duly signed by authorised signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in <b>Annexure-XVI</b> needs to be enclosed.	
9	<b>Tender Fee &amp; EMD</b>	Bidder to Make Payment of applicable Tender Fee and EMD	Proof of Payment of Tender Fee and EMD  In case of exemption, necessary documents satisfying the eligibility for exemption to be submitted.	

**Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.**

Date Place	Signature of Authorised Signatory ... Name of the Authorised Signatory ... Designation ... Name of the Organisation ... Seal ...
---------------	--

**Note**

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted for each criterion.

- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.
- SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.
- SIDBI reserves the right to satisfy itself for acceptance or rejection of the documentary evidences submitted by the bidders against each minimum eligibility criteria indicated in the table above.
- SIDBI reserves the right to ask for additional / alternate documents from the bidder

7.4 Annexure – IV : Technical Bid

(To be submitted on Bidder's letter head)

(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)

S.No.	Particulars	Max Marks /Weightage	Proof / Document required	Attachment Tag\$\$												
A	<p><b>Length of experience</b> - Experience in handling assignment related to project implementation / technical support for MSMEs for Central or State Government/ UT Administration / Govt. Depts. / Banks / Financial Institutions / Public Sector Undertakings (PSU) / Autonomous Bodies / Public Service Commission / Bilateral / Multilateral agencies.</p> <table border="1"> <thead> <tr> <th>Length of Experience</th> <th>Max. Marks</th> </tr> </thead> <tbody> <tr> <td>upto 1 year</td> <td>0 Marks</td> </tr> <tr> <td>More than 1 year and Upto 5 years</td> <td>5 Marks</td> </tr> <tr> <td>More than 5 years and upto 7 years</td> <td>7 Marks</td> </tr> <tr> <td>More than 7 years and upto 9 years</td> <td>9 Marks</td> </tr> <tr> <td>More than 9 years</td> <td>10 Marks</td> </tr> </tbody> </table>	Length of Experience	Max. Marks	upto 1 year	0 Marks	More than 1 year and Upto 5 years	5 Marks	More than 5 years and upto 7 years	7 Marks	More than 7 years and upto 9 years	9 Marks	More than 9 years	10 Marks	10	Relevant necessary Supporting document*	
		Length of Experience	Max. Marks													
		upto 1 year	0 Marks													
		More than 1 year and Upto 5 years	5 Marks													
		More than 5 years and upto 7 years	7 Marks													
		More than 7 years and upto 9 years	9 Marks													
More than 9 years	10 Marks															
B	<p><b>Proven track record in handling assignments of similar Nature / Domain:</b> Both completed and ongoing projects / assignments taken up from April 01, 2015 till March 2021 in the role of Consultant / Knowledge Partner in the fields of MSME Ecosystem / MSME lending / Policies / Practice / Credit Counselling with Government Departments / PSUs / PSU Banks / PSU FIs will be considered for evaluation.</p> <table border="1"> <thead> <tr> <th>No. of Projects / Assignments*</th> <th>Max. Marks</th> </tr> </thead> <tbody> <tr> <td>Upto 2</td> <td>0 Marks</td> </tr> <tr> <td>More than 2 and Upto 4</td> <td>5 Marks</td> </tr> <tr> <td>More than 4 years and upto 7 years</td> <td>7 Marks</td> </tr> <tr> <td>More than 7 and upto 9</td> <td>9 Marks</td> </tr> <tr> <td>More than 9</td> <td>10 Marks</td> </tr> </tbody> </table> <p><b><u>*Assignments / projects with minimum timeframe / duration / length of 3 months shall only be considered for evaluation purpose.</u></b></p>	No. of Projects / Assignments*	Max. Marks	Upto 2	0 Marks	More than 2 and Upto 4	5 Marks	More than 4 years and upto 7 years	7 Marks	More than 7 and upto 9	9 Marks	More than 9	10 Marks	10	Work Orders / PO / Completion Certificate / Citation from Client	
		No. of Projects / Assignments*	Max. Marks													
		Upto 2	0 Marks													
		More than 2 and Upto 4	5 Marks													
		More than 4 years and upto 7 years	7 Marks													
More than 7 and upto 9	9 Marks															
More than 9	10 Marks															

	The bidder has to provide work orders/completion certificates in respect of similar projects undertaken in India.												
<b>C</b>	<p><b>Approach and Methodology</b> covering the following aspects -</p> <ul style="list-style-type: none"> <li>- Completeness of response</li> <li>- Exhaustiveness, Depth of analysis exhibited</li> <li>- Timelines and Deliverables</li> <li>- Knowledge and consulting inputs brought in relevant to the programme</li> <li>- Suggestions / additionalities to make the project more effective and impactful</li> <li>- Proposed Monitoring &amp; Evaluation (M&amp;E) System to measure the impact of the program – tools / best practices / SoPs</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Parameter</th> <th style="text-align: center;">Max. Marks</th> </tr> </thead> <tbody> <tr> <td>Highly Satisfactory</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Satisfactory</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Moderately Satisfactory</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Below Satisfactory</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Parameter	Max. Marks	Highly Satisfactory	15	Satisfactory	10	Moderately Satisfactory	5	Below Satisfactory	0	<b>15</b>	<p><i>Detailed document as part of the technical bid explaining the approach and methodology.</i></p> <p><i>Presentation (to be made by the Bidder to SIDBI as advised)</i></p>
Parameter	Max. Marks												
Highly Satisfactory	15												
Satisfactory	10												
Moderately Satisfactory	5												
Below Satisfactory	0												
<b>D</b>	<p><b>Understanding of Scope of Work</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Parameter</th> <th style="text-align: center;">Max. Marks</th> </tr> </thead> <tbody> <tr> <td>Highly Satisfactory</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Satisfactory</td> <td style="text-align: center;">7</td> </tr> <tr> <td>Moderately Satisfactory</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Below Satisfactory</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Parameter	Max. Marks	Highly Satisfactory	10	Satisfactory	7	Moderately Satisfactory	5	Below Satisfactory	0	<b>10</b>	<p><i>Presentation (to be made by the Bidder to SIDBI as advised)</i></p>
Parameter	Max. Marks												
Highly Satisfactory	10												
Satisfactory	7												
Moderately Satisfactory	5												
Below Satisfactory	0												
<b>E</b>	<p><b>Proposed Team Composition &amp; Capabilities of the Resources</b> - Relevant experience of Team Leaders, Domain / Subject Matter Expert and other resources</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Parameter</th> <th style="text-align: center;">Max. Marks</th> </tr> </thead> <tbody> <tr> <td>Highly Satisfactory</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Satisfactory</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Moderately Satisfactory</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Below Satisfactory</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Parameter	Max. Marks	Highly Satisfactory	20	Satisfactory	15	Moderately Satisfactory	10	Below Satisfactory	0	<b>20</b>	<p>Annexure XV &amp; Detailed Work Plan with Team Deployment matrix (along with CV of all the proposed team members / experts)</p>
Parameter	Max. Marks												
Highly Satisfactory	20												
Satisfactory	15												
Moderately Satisfactory	10												
Below Satisfactory	0												

<b>F</b>	<p><b>Presentation – on proposed plan / proof of concept and roll out strategy</b></p> <p>Presentation on capability statement, proposed action plan and Roll out strategy (including understanding of requirement and scope of work, implementation methodology and proposed team, originality of the proposal / concept, innovative ideas for effectiveness of engagement and possibilities of institutionalizing for long term sustainability)</p>	<b>35</b>	<p><i>Presentation (to be made by the Bidder to SIDBI as advised)</i></p>	
	<b>Total</b>	<b>100</b>		

\$\$ Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.

---

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

---

**Note**

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.
- SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders' customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

**7.5 Annexure – V : Declaration Regarding Clean Track Record**

*(To be submitted on Bidder's letter head)*

Date:

The General Manager,  
Udyami Mitra Vertical  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg,  
**New Delhi - 110001**

Dear Sir,

**Declaration Regarding Clean Track Record**

**Request for Proposal for Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal**

**(RFP No : \_\_\_\_\_ dated \_\_\_\_\_ )**

I have carefully gone through the Terms & Conditions contained in the **RFP No : \_\_\_\_\_ dated \_\_\_\_\_** regarding selection of Service Provider for **Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal**.

We hereby declare that our company has not been debarred/ black listed or in fraud list by/of any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India / Multilateral agencies / Bilateral agencies / authorities / regulators, etc. as on the date of bid submission.

I further certify that I am competent authority in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in Annexure –III & Annexure-IV is true and correct and also able to perform this contract as per RFP document.

Thanking you,

Yours sincerely,

---

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

---

**7.6 Annexure – VI : Letter of Competence**

**(Sample Format – To be executed on a non-judicial stamped paper of requisite value)  
(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)**

This is to certify that we [*Insert name of Bidder*], address ..... are fully competent to undertake and successfully deliver the services as per scope mentioned in the above RFP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RFP.

We certify that the quality and number of resources to be deployed by us for the project will be adequate to deliver the services professionally and competently within the prescribed time frame. We certify that we have development and support centre in India and **we have one of our offices in New Delhi/NCR or are ready to setup office in New Delhi/NCR to handle the project smoothly from New Delhi/NCR** (Keep whichever is appropriate).

We also certify that all the information given by in response to this RfP is true and correct and also confirm that our company is eligible to perform this contract and whatever out company filed response to the Annexure –III to the response to minimum eligibility criteria is true and correct.

Thanking you,

Yours sincerely,

---

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

---



**7.7 Annexure – VII : Power of Attorney**

*(To be executed on a non judicial stamp paper of requisite value)*  
**(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)**

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2018, We, \_\_\_\_\_, a Company within the meaning of the Companies Act, 2013, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to **RFP No : \_\_\_\_\_ dated \_\_\_\_\_ for ‘Request for Proposal for Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal\_** and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

---

WITNESS:

Signature of \_\_\_\_\_

Attested

---

**7.8 Annexure – VIII : Letter of Conformity**

*(To be submitted on Bidder's letter head)*

Date:

The General Manager,  
Udyami Mitra Vertical  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg  
**New Delhi - 110001**

Dear Sir,

**Request for Proposal for Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal**

**(RFP No: \_\_\_\_\_ dated \_\_\_\_\_)**

We, the undersigned bidders, having read and examined the aforesaid RFP document, issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in **Annexure-XIV** of the main RFP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

---

Date

Place

---

Signature of Authorised Signatory ...

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

---

7.9 Annexure – IX : PERFORMANCE BANK GUARANTEE

RFP No : \_\_\_\_\_ dated \_\_\_\_\_  
(To be executed on a non judicial stamp paper of requisite value)

**PERFORMANCE BANK GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and an office at, 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg, New Delhi 110001 (hereinafter called the SIDBI ) having agreed to award a contract to M/s. ‘ Service Provider Name’ having its office at ‘ Service Provider’s Office Address’, (hereinafter called “the Service Provider”) for “**Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal**” on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and SIDBI (hereinafter called “the said Order”) which terms, inter-alia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. Rs.. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_, having its principal/ registered office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) \_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of Rs.. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for “**Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal**” to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained

hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_

6. The liability under this guarantee is restricted to Rs.. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)"
15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at New Delhi

In witness where of we ..... have set and subscribed our hand and seal this ..... day of .....2021.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

- 1) Name.....  
Signature.....  
Designation.....
- 2) Name.....  
Signature.....  
Designation.....

**7.10 Annexure – X : Commercial Bid – Covering Letter**  
**(To be submitted on Bidder’s letter head)**

Date: \_\_\_\_\_

The General Manager,  
Udyami Mitra Vertical  
Small Industries Development Bank of India,  
3<sup>rd</sup> Floor, Atma Ram House,  
1, Tolstoy Marg,  
**New Delhi - 110001**

Dear Sir,

**Commercial Bid – Covering Letter**  
**RfP No. \_\_\_\_\_ dated \_\_\_\_\_**

I, the undersigned, offer to provide services for the above-mentioned project, in accordance with your **RfP No. \_\_\_\_\_ dated \_\_\_\_\_** on “**Request for Proposal for Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal** and our proposal dated **[Date]**. The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and the other expenses like out-of-pocket expenses, etc. that we might incur and there will be no additional charges whatsoever. We will abide by the payment terms as mentioned in the aforesaid RfP.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the proposal, i.e., **[Insert date]**

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

7.11 Annexure – XI : Commercial Bid

Format A (Request for Proposal for Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal)  
RfP No. \_\_\_\_\_ dated \_\_\_\_\_

[All amount in Indian Rupees (Rs.)]

S.No.	Particulars	Service Type	Amount / Cost	Taxes	Total Cost <sup>\$</sup>
1	Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal	Consultancy / Advisory	Lump-sum		
<b>Total</b>					

\$ The commercial bid evaluation shall be done on the basis of cost quoted including taxes (i.e. Total Cost).

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit (including termination of contract and or black list and debar), without any prior intimation to me/us.

**Bidders to note that the commercial proposal is to be submitted as per the given format only. Any deviation in the format shall be subject to rejection, at the discretion of SIDBI.**

**Bidder may please make note of the following:**

1. The costs must be in Indian Rupees.
2. The financial quote (for Table A above) must be for entire duration of the contract period (i.e. 1 year) which shall be paid out on a quarterly basis.
3. The unit price / rate card (for Table B) must be provided in the format and only for the specific particulars mentioned in the table above.
4. The rates indicated above shall also be applicable for the any extended period of the contract as decided by SIDBI. However, SIDBI reserves the rights for any financial negotiation for any extended period.
5. In case, the financial quote is not as per the above, the evaluating authority shall have right to reject the bid.
6. Details of prices which would be taken and method to be followed for commercial evaluation is mentioned in section 5.2.6 of the RfP.
7. No conditions should be stipulated in the commercial bids. The conditional bids shall be rejected.

Date  
Place

Signature of Authorised Signatory ...  
Name of the Authorised Signatory ...  
Designation ...  
Name of the Organisation ...  
Seal ...

## 7.12 Annexure – XII : Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “Request for Proposal for Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal) as per scope defined in the RFP No : \_\_\_\_\_ dated \_\_\_\_\_ for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and an office at, 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg, New Delhi - 110001 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RFP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorization to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RFP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, document, plan, pattern, sample or information (to be) furnished or shared by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

---

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

---



**7.13 Annexure – XIII : Bank Mandate Form**

*(To be submitted on Bidder’s letter-head in Duplicate)*

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier: \_\_\_\_\_

\_\_\_\_\_

Vendor Code (if applicable) \_\_\_\_\_

2. Address of the Borrower / vendor / supplier: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

GSTIN \_\_\_\_\_ GSTIN State \_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_ (if applicable)

**3. Particulars of Bank account:**

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer

**4. Date from which the mandate should be effective :**

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature of the party / Authorized Signatory with Seal

.....  
Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

**N.B.: RTGS/NEFT charges if any, is to be borne by the party**

**<sup>1,2</sup>: Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

**7.14 Annexure – XIV : Statement of Deviations**

*(To be submitted on Lead Bidder’s letter head)*

**Request for Proposal for  
Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal)**

**(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)**

Bidders are required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the bidder to submit a revised commercial bid.

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation by SIDBI.

**List of Deviations**

List of Deviations			
S. N.	Clarification point as stated in the tender document	Page / Section Number in RFP	Comment/ Suggestion/ Deviation
1.			
2.			
3			

*<additional rows may be added, if required>*

Date  
Place

Signature of Authorised Signatory:  
Name of the Authorised Signatory:  
Designation:  
Name of the Organisation:  
Seal:

7.15 Annexure – XV : Resource Credentials

(To be submitted on Bidder's letter head)

**Request for Proposal for  
Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra  
Portal)**

(RFP No : \_\_\_\_\_ dated \_\_\_\_\_)

**Resource Credentials**

S. No.	Name of the Resource	Role**	Academic & Professional Qualification	Work experience	No. Of Projects handled	Relevant work experience	Remark
1.							
2							

\*to be submitted along-with the detailed CVs of the all the resources to support the technical capabilities of the firm as well as its employees.

A detailed work plan along-with deployment plan should also be submitted along-with the Resources Credentials.

---

Date	Signature of Authorised Signatory:
Place	Name of the Authorised Signatory:
	Designation:
	Name of the Organisation:
	Seal:

---

7.16 Annexure – XVI : Pre Contract Integrity Pact

**PRE CONTRACT INTEGRITY PACT**

(RfP No : \_\_\_\_\_ dated \_\_\_\_\_)

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF REQUISITE VALUE)

**General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_ on -- -- day of the month of -----, -----(Year) between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Office at 3<sup>rd</sup> Floor, Atma Ram House, 1, Tolstoy Marg, New Delhi 110001 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to issue RfP for ‘**Rolling out Onboarding Framework of Hand Holding Agency (HHA) for Stand Up Mitra / Udyamimitra Portal**)and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said services/stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

- 3.** The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
- 3.1.** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2.** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 3.3.** BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4.** BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5.** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6.** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agreed upon for such payments.
  - 3.7.** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.8.** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.9.** The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - 3.10.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 3.11.** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - 3.12.** if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013

- 3.13.** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **4. Previous Transgression**

- 4.1.** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2.** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Performance Guarantee/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft on a Pay Order in favour of -----
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid for a period of five years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
  - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along-with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3. The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

- 7.1. The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems or providing similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied or similar services provided by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Please refer to Important Information Section for details.
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8. The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination. A person signing integrity pact shall not approach the courts while representing the matters to IEM and he/she will wait their/his decision in the matter.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

## **11. Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. A person signing this pact shall not approach the courts while representing the matters to IEM and he/she will await his decision in the matter.

## **12. Validity**

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3. This pact would be deemed as part of the contract that may be executed between the parties.



**13.** This pact shall be deemed as part of the contract that may be entered into pursuant to this RfP. The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

SIDBI

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

APPENDIX-I

**PARTICULARS IN RESPECT OF AGENCY TO OPERATE CONTRACT OBTAINED AS PER MINIMUM ELIGIBILITY CRITERIA IN THE LAST FIVE YEARS**

Sr. No.	Name and address of the client with contact numbers	Value of work executed	Date of award of contract	Period of Contract		Details of feedback / appreciation letters (attach proof)
				From	To	

Please enclose the copies of work order / agreement and completion certificate from the client (employer) for each of the work.

**APPENDIX-II**

**DETAILS OF WORK WITH OTHER INSTITUTIONS**

S. No.	Name and address of institution with contact No	Category / Type of work for which engaged	Registered/ for value of work upto `	Date of engagement and validity

Please enclose the copies of letter of empanelment of each organization.

**APPENDIX-III**

**(on letterhead duly stamped and signed)**

**Date:**

**TO WHOMEVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_ is agency appointed to manage (name of the project) \_\_\_\_\_ since \_\_\_\_\_. The performance of the agency is satisfactory during their tenure with us.

Name & Designation of the Signatory

(Duly supported by the rubber stamp of the institution)

**APPENDIX-IV**

**DETAILS OF RESOURCES / INFRASTRUCTURE FACILITIES**

1	Details of Manpower	
	( ) Senior executives	
	(a) Assistant Manager / managers	
	(b) Supervisor	
	(c) skilled manpower	
2	Details of infrastructure facilities available (details of Inhouse facilities/experience)	
3	Any other relevant information.	

**APPENDIX-V**

**FORMAT OF FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.) DURING LAST THREE YEARS)**

S.No.	Financial Year	Annual Turnover (in Rs. lakh)	Profit / Loss (in Rs. lakh)	Net Worth (in Rs. lakh)	Documents Enclosed as proof

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.

\*\*\*\*\*

**End of RFP Document**